

AGREEMENT

between

CITY OF ORANGE TOWNSHIP, ESSEX COUNTY, NEW JERSEY

and

ORANGE FIRE OFFICERS ASSOCIATION, LOCAL 210, FMBA

January 1, 1994 through December 31, 1995

PREAMBLE

This agreement, effective as of the first day of January, 1994, by and between the City of Orange Township, a municipal corporation situated in the County of Essex, State of New Jersey, hereinafter referred to as the "Township," and Orange Fire Officer's Association, Local 210, FMBA, hereinafter referred to as "FOA" or "Union", is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

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PREAMBLE

This agreement, effective as of the first day of January, 1994, by and between the City of Orange Township, a municipal corporation situated in the County of Essex, State of New Jersey, hereinafter referred to as the "Township," and Orange Fire Officer's Association, Local 210, FMBA, hereinafter referred to as "FOA" or "Union", is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered:

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the FOA as the sole and exclusive representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all superior rank fire officers, consisting of Fire Captains, Deputy Fire Chiefs, Fire Alarm Superintendent/Superintendent of Alarms and other superior rank positions that may be created but excluding firefighters, the Chief of the Department, the Assistant Superintendent of Alarms, the Mechanic, policemen and all other employees of the City of Orange Township.

B. Unless otherwise indicated, the terms "fire officer", "employee", or "employees" when used in this Agreement refer to all persons represented by Local 210, in the above defined negotiating unit.

ARTICLE II

FOA NEGOTIATING COMMITTEE - ITS RIGHTS AND DUTIES

A. Meetings between representatives of the parties shall be scheduled at mutually convenient times and may be attended by representatives of the FOA, without loss of compensation.

B. There shall be two (2) members of the FOA Grievance Committee granted leave from duty with full pay for all meetings between the Township and the FOA for the purposes of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty and upon forty-eight (48) hours notice to the Chief.

C. The President and Executive Delegate of the FOA shall be granted leave from duty, with full pay, for all membership meetings of the State FMBA when such meetings take place at a time when such employees are scheduled to be on duty, provided that such individuals give forty-eight (48) hours notice to the Chief of the Fire Department.

D. All duly appointed and elected Association delegates shall be granted leave from duty with full pay to attend the Association's conventions in accordance with N.J.S.A. 11A:6-10.

E. The State Officer of the FMBA shall have the right to visit firehouses at all reasonable hours for union business. The FOA will not abuse this right.

F. Copies of all general orders, rules and regulations and communications affecting wages, hours, and other terms and

conditions of employment for employees covered by this Agreement shall be furnished to the FOA within twenty-four (24) hours of their promulgation.

G. The FOA may use the Fire Department mail or message routing system and may use firehouse and Fire Department mail boxes. Such use shall be reasonable.

ARTICLE III

MANAGEMENT RIGHTS

A. Except as modified by this Agreement, the Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the

Constitutions and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict either party of its or their powers, rights, authority, duties and responsibilities under Title 40A, Municipalities and Counties, and Title 11A, Civil Service, or any other national or state laws.

ARTICLE IV

MANPOWER

Without restricting the Township's maximum lawful prerogatives to determine manpower:

A. Acting Officers.

1. Whenever a vacancy exists in the rank of Deputy Chief and such vacancy is filled during such period or any part thereof by any Captain serving as an Acting Deputy Chief or a Deputy Chief serving as an Acting Chief, such employee shall receive for such service the rate of pay of the position in which he serves in this acting capacity for that shift; however, he shall receive no additional compensation for that shift unless he serves in such capacity for five (5) hours of that shift, regardless of his tour.

2. The officer in charge of each group or the deputy chief shall appoint such acting captains as he deems to be qualified in concurrence with the Chief

ARTICLE V

DUES DEDUCTION

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the FOA. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.9e, as amended. Said monies together with records of any corrections shall be transmitted to the FOA office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the FOA shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the FOA and signed by the President and Secretary of the FOA advising of such changed deduction.

C. The FOA will provide the necessary "Check-Off Authorization" form and the FOA will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The FOA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the FOA to the Township and in reliance upon the

official notification on the letterhead of the FOA and signed by the President and Secretary of the FOA advising of such changed deduction.

ARTICLE VI

HOURS AND OVERTIME

A. The work week for all employees who perform firefighting duties shall be an average of not more than forty-two (42) hours in an eight (8) week cycle, pursuant to the present tour system.

B. In the event an employee is required to work in excess of or in continuation of his regular tour, he shall be paid overtime in accordance with the following:

1. Less than one-half (1/2) hour: no compensation;

2. One-half (1/2) to one (1) hour: straight time for all overtime worked, including the first hour;

3. More than one (1) hour: time and one-half (1-1/2) for all overtime worked, including the first one (1) hour.

C. In the event of a recall, each employee recalled to duty from his regularly scheduled time off shall be compensated at the rate of time and one-half (1-1/2). With respect to employees already on duty, and notwithstanding the provisions of Section B hereof, all employees working in continuation of their regular tour shall be paid at the rate of time and one-half (1-1/2) from the time at which the recalled employees begin to work.

D. The provisions of this Article will apply to the Fire Alarm Superintendent/Superintendent of Alarms.

ARTICLE VII

SENIORITY AND RANK DAYS

A. Seniority is defined to mean the accumulated length of service with the Department computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized absence for illness or injury.

B. Loss of Seniority. Seniority and the employment relationship shall be broken and terminated if an employee:

1. quits;
2. is discharged;
3. is absent from work for five (5) consecutive working days without notification to and approval by the employer, unless unable to notify for physical or other reasonable excuse;
4. fails to report for work at the termination of a leave of absence;
5. is retired.

C. Rank Days. In addition to the vacation and seniority days provided in Article XIV, employees holding the following superior officer ranks shall be allowed annual rank days as follows:

1. Effective January 1, 1991, two (2) days per year for Captains.
2. Effective January 1, 1991, three (3) days per year for Deputy Chiefs and Superintendent of Alarms.

3. Rank days may not be carried over from year to

ARTICLE VIII

BULLETIN BOARDS

The Township shall permit the FOA use of one (1) bulletin board in each firehouse for the posting of notices concerning FOA business and activities. The bulletin boards are to be used by the Union for notices only of the following: Union meetings, Union elections, Union appointments, Union recreational and social events, Unemployment Compensation information, and other materials of non-political, non-controversial nature.

Upon written demand from the Township, the Union shall promptly remove from such bulletin boards any material which is libelous, scurrilous, or in any way detrimental to the labor-management relationship. The Township will retain ownership of the bulletin boards.

ARTICLE IX

LONGEVITY

A. Each employee covered by this Agreement shall be paid in addition to the rates of pay set forth herein, a longevity increment based upon years of service with the Orange Fire Department or years of credited service within the retirement system in accordance with the following schedule:

Effective July 1, 1994, Fire Superior Officers hired prior to January 1, 1994 will receive longevity as follows:

Years of Service	Percentage of Salary
5-9	2%
10-14	5%
15-19	7%
20-23	9%
24 and over	13%

Effective July 1, 1995, Fire Superior Officers hired prior to January 1, 1994 will receive longevity as follows:

Years of Service	Percentage of Salary
5-9	3%
10-14	6%
15-19	8%
20-22	10%
23	12%
24 and over	14%

Effective July 1, 1994, Fire Superior Officers hired after January 1, 1994 will receive longevity as follows:

Years of Service	Percentage of Salary
12	5%
15-19	7%
20	9%
23	12%

Effective July 1, 1995, Fire Superior Officers hired after January 1, 1994 will receive longevity as follows:

Years of Service	Percentage of Salary
12	6%
15-19	8%
20-22	10%
23	12%
24 and over	14%

B. Computation of years of service for the purpose of this article shall be based on the employee's anniversary date of hire.

ARTICLE X

SALARIES

A. Each Fire Officer shall contribute \$600.00 annually as a co-payment toward non salaried benefits, to be determined by the City, effective July 1, 1995. This amount will not be increased through June 30, 2001. Also, at least until June 30, 2001 no currently retired fire superior officer nor any fire superior officers who retire prior to June 30, 2001 will be required to make the \$600 co-payment after retirement. Any changes to this Article X Salaries, A. will be subject to negotiation by the parties.

B. Effective January 1, 1994 salaries for fire superior officers shall be increased by 2% (See schedules A, B, C).

C. Effective July 1, 1994 salaries for fire superior officers shall be increased by 2% (See schedules A, B, C).

D. Effective January 1, 1995 salaries for fire superior officers shall be increased by 2% (See schedules A, B, C).

E. Effective July 1, 1995 salaries for fire superior officers shall be increased by 3% (See schedules A, B, C).

F. Firefighters who are promoted to the rank of Fire Captain will receive their increases in pay in two increments, the first of which will be 45% of the base Fire Captain salary commencing on the date the promotion becomes effective. Commencing one year from that date, the Fire Captain will receive 100% of the base Fire Captain salary.

G. Notwithstanding the preceding paragraph, Firefighters who are promoted to the rank of Fire Captain and Fire Captains who are promoted to the rank of Deputy Fire Chief

(continued)

ARTICLE X

SALARIES

G. (continued)

will accept a six month freeze on the promotional increases in base salary as follows:

For the first six months the firefighter promoted to Fire Captain or the Fire Captain promoted to Deputy Fire Chief will receive no salary increase.

For the second six months the firefighter promoted to Fire Captain will receive 45% of the base salary for the rank.

For the second six months the Fire Captain promoted to Deputy Fire Chief will receive 100% of the base salary for the rank.

Commencing the first day of the thirteenth month following the date of promotion the Fire Captain will receive 100% of the base salary for the rank.

This salary freeze for Fire Captain and Deputy Fire Chief shall remain in effect until the expiration of the current Department of Personnel promotional list.

This salary freeze will not affect those Fire Captains promoted to Deputy Fire Chief who have accrued in excess of twenty years service and who are retiring on or before January 31, 1996.

H. Effective January 1, 1993, at the beginning of an officer's twenty-second (22) year of service with the Township Fire Department, or at the beginning of the twentieth (20th) or twenty first (21st) year of employment of an officer who forfeits his right to holiday pay in accordance with Article XI, Section G of this Agreement,

(continued)

ARTICLE X

SALARIES

H. (continued)

the officer's base salary shall be increased by the gross amount of 110 hours of pay, less a reduction factor as set forth below.

The reduction factor for 1993 shall be 15.27%. The said reduction factor shall be adjusted annually, to be renegotiated and limited to a cap of 6% increase or decrease each calendar year.

Therefore, for 1993, with the reduction factor, the officer beginning the twenty second (22) year of service shall receive an increase in salary equal to 93.2 hours of pay.

At the request of the employee, pursuant to Article XI, Section G., the above terms shall apply to such officer who is beginning or is in the twentieth (20) or twenty first (21) year of employment with the City of Orange Township Fire Department in the year 1994.

I. The Township shall provide to the fire superior officer who has attained, through the NJ Bureau of Fire Safety, (now NJ Division of Fire Safety), the license as Fire Inspector or Fire Inspector/Fire Official, a salary adjustment to be paid as an addition to base salary as follows:

For Fire Superior Officers with a date of rank as Fire Captain or Deputy Fire Chief prior to January 1, 1994:
Effective January 1, 1995 \$1000 annually.

Effective July 1, 1995 \$1500 annually.

Effective July 1, 1996 \$2000 annually.

(continued)

ARTICLE X

SALARIES

I. (continued)

For Fire Superior Officers with a date of rank as Fire Captain after January 1, 1994:

Effective July 1, 1995 \$500 annually.

Effective July 1, 1996 \$2000 annually.

For Fire Superior Officers promoted subsequent to January 30, 1994 shall receive salary adjustments as follows:

\$500 annually, effective six months after appointment to Fire Captain, \$2000 annually, effective eighteen months after appointment to Fire Captain.

The fire superior officers shall be required to obtain and maintain the license at their own cost and expense on their own time. The license shall be valid for the entire twelve months of the calendar year. The officer shall be required to enforce the Uniform Fire Safety Code of the State of New Jersey as assigned by the Fire Chief or Fire Director.

The officer shall be familiar with and capable of performing the applicable duties of Fire Official or Fire Inspector as set forth in N.J.A.C. 5:18A-3.3.

The provisions of Article X, Subsection I. shall not apply to any member promoted into this bargaining unit after December 1, 1996 who does not hold said license prior to the promotion without the consent of the Township.

The Township shall also provide to the fire superior officer who has attained, through the NJ Bureau of Fire Safety, (Now NJ Division of Fire Safety), the license as Fire Official, and is duly appointed according to the

(continued)

ARTICLE X

SALARIES

I. (continued)

appropriate city ordinance, a salary adjustment to be paid as an addition to base salary as follows:

Effective January 1, 1995 the amount within the range of \$3000 to \$5000 annually at the sole discretion of the Township.

Effective July 1, 1995 the amount within the range of \$4500 to \$7500 annually at the sole discretion of the Township.

Effective July 1, 1996 an amount within the range of \$7500 to \$9950 annually at the sole discretion of the Township.

The Township shall also provide to the Superintendent of Fire Alarms who has attained, through the Department of Law & Public Safety, Division of Consumer Affairs, the license as Electrical Contractor, a salary adjustment to be paid as an addition to base salary as follows:

Effective July 1, 1995 \$500 annually.

Effective July 1, 1996 \$1000 annually.

The Superintendent of Fire Alarms is required to obtain said license at his own cost and expense and the license must be valid for the entire twelve months of the calendar year.

ARTICLE XI

HOLIDAYS

A. Each employee shall receive eleven (11) paid holidays per year at the rate of (10) hours per day.

B. Six (6) days will be payable in the pay period covering the first week of June, and five (5) days will be payable for the first pay period in December.

C. The following days shall be recognized as paid holidays under this Agreement:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

D. Beginning at the twenty second (22) year of service, and every year thereafter until retirement, the officer shall not be entitled to holiday pay.

E. In the event of death, retirement, or other termination of employment, holiday pay shall be prorated as of the date of such event subject to the provisions of paragraph D, above.

F. During the term of this agreement the City shall have the option of deferring the June payment for holiday pay to the first pay period in July of each year or to pay the holiday pay in June as required in B above.

(continued)

ARTICLE XI

HOLIDAYS

G. An employee who is in his nineteenth (19th) or twentieth (20th) year of employment with the Township Fire Department may, prior to entering his twentieth (20th) or twenty-first (21st) year of employment with same, forfeit voluntarily his right to holiday pay in accordance with this Article in exchange for an increase in his base salary in accordance with Article X, Section H of this Agreement.

Notice of the employee's intent to forfeit his right to holiday pay must be submitted in writing to and received by the Business Administrator at least ten (10) days prior to the date of that employee's twentieth (20th) or twenty-first (21st) anniversary of employment with the Township Fire Department.

ARTICLE XII

CLOTHING ALLOWANCE

The Township shall issue all uniforms and equipment required by employees of the Fire Department as such becomes necessary after January 1, 1985. The uniforms and equipment shall remain the property of the Township and must be returned in good condition, subject to normal wear, in the event that any employee leaves the service of the Orange Fire Department. The equipment furnished shall be as follows:

Turnout Gear

1. Bunker coat with liner - JANESVILLE (New York City style).
2. Bunker pants and suspenders.
3. Boots - short and long
4. Helmet - existing issue.
5. Gore-tex gloves with high wristlets.
6. Spanner wrench, flashlight.

Work Uniform

1. 3 pants - NOMEX.
2. 3 S.S. shirts - NOMEX with tabs and collar insignia holder.
3. 3 L.S. shirts - NOMEX.
4. Shoes - black leather; extended soles; 5 eyelets.
5. Belt - black garrison.
6. Tie - Black (clip on).
7. Socks - black.

8. Jacket or Coat.
9. Patches - Orange Fire Department (O.F.D.)
10. Hat - bell type with chin strap.
11. Badges - hat, breast and collar insignia.
12. Nameplates.

It shall be the responsibility of the employee to keep issued uniforms and equipment clean, pressed, polished and serviceable and subject to daily inspection.

Each employee shall report to work so that he is fully dressed and ready to work at his/her normal starting time.

The Township shall pay the cost of repairing uniforms and/or equipment damaged in the line of duty. However, employees shall be required to make minor repairs to maintain clothing and equipment in good working condition. No repair or replacement shall be made when such repair or replacement is necessary due to carelessness or negligent use of the uniform or equipment. Effective January 1, 1992, the annual uniform maintenance stipend shall be \$280. In addition to the annual uniform maintenance stipend, each employee shall receive the annual sum of \$70 in lieu of the provision of dress uniforms by the City. It is understood that by its agreement to pay this additional \$70 stipend in lieu of provision of dress uniforms, the City is relieved from any obligation to provide, or to have provided, dress uniforms for employees at any time. Employees are not required to provide or have dress uniforms. The uniform maintenance stipend shall be paid in one payment each year on June 1.

It is agreed that all turnout gear, as listed above, shall be issued to all employees governed by this Agreement no later than January 1, 1987. Work uniforms, as listed above, shall be issued by the Township no later than July 1, 1986. It is understood and agreed that, in the event that any employee is in need of any article of turnout gear or work uniform as listed above prior to the dates indicated (i.e., July 1, 1986; January 1, 1987), such item or items shall be issued to the employee by the Township. The need for such issuance of equipment prior to the dates specified above shall be established through presentation of the used equipment to the Fire Director.

ARTICLE XIII

INSURANCE

A. All employees covered by this Agreement and their families shall be entitled to health and dental insurance benefits, including major medical insurance, the full payment of which shall be paid by the Township. The Township shall have the right to change health insurance and dental insurance carriers or providers, or self-fund same, so long as benefits which are substantially equivalent to those in effect as of December 1, 1984 are maintained.

B. The Township shall continue to provide at its own cost and expense, the health insurance benefits including Blue Cross/Blue Shield, major medical insurance and prescription plan that are currently provided to retirees subject to the provisions of the State Health Benefits Plan, ("SHBP"). This provision shall apply to all retired and future retired members and members who purchase military time from the pension system and qualify for employer paid health benefits under the provision of the SHBP; however, this provision shall not apply to early retirements.

C. The Township shall pay an additional \$10,000 benefit to a deceased fire officers' family for death resulting from an on-the-job injury. This shall be exclusive of any compensation award proceeds.

D. The Township agrees during the term of this Agreement to continue providing to the employees and their

dependents a pre-paid dental insurance program without cost to the employees, at a level of benefits to be agreed upon by the FMBA and the Township.

E. In the event of death, the employee's estate shall receive his earned pay, accumulated sick leave, holiday pay, (subject to the provisions of Article XI, Section D), personal days, unutilized vacation time, accrued seniority days, clothing allowance, time owed and any other monetary benefits prorated as of the date of death.

F. The Township shall provide to all employees, who were hired prior to January 1, 1994, and their families covered by this Agreement, a prescription drug plan with a co-payment level of Five Dollars (\$5) per prescription, which shall provide benefits equal to that afforded to all other employee groups in the Township.

i. The Township shall provide to all employees, who were hired after January 1, 1994, and their families covered by this agreement, a prescription drug plan with a co-payment level of Zero Dollars (\$0) per prescription for generic brand prescriptions and a co-payment level of Ten Dollars (\$10) per prescription for name brand prescriptions, which shall provide benefits equal to that afforded to all other employee groups in the Township.

G. The Township shall provide a death benefit, to be funded by the Township, in the amount of \$4,000, effective January 1, 1986 for all employees governed by this collective bargaining agreement.

ARTICLE XIV

VACATIONS

A. Standards.

1. Vacations/seniority days shall be granted with pay in accordance with the following scale based on the annual salary rates.

(a) During the first year - nine (9) working days or one (1) per month, whichever is less;

(b) Second through sixth year - fifteen (15) working days;

(c) Seventh through Eleventh year - eighteen (18) working days, consisting of fifteen (15) vacation days and three (3) seniority days;

(d) Twelfth through Fifteenth year - twenty-two (22) working days, consisting of seventeen (17) vacation days and five (5) seniority days;

(e) Sixteenth through Twentieth year - twenty-four (24) working days, consisting of nineteen (19) vacation days and five (5) seniority days;

(f) Twenty-first and Subsequent years - twenty-six (26) working days, consisting of nineteen (19) vacation days and seven (7) seniority days.

2. The vacation period for each calendar year shall be from the first (1st) day of January to the thirty-first (31st) day of December.

3. The Director or Chief shall prepare the dates of a vacation schedule for each group to be posted on January 1 of each calendar year.

4. For the purpose of determining length of service under this Article, the year of hire shall be included only if the employee was hired on or before July 1 of that year.

B. Procedure of Choosing for Officers. Vacations shall be chosen by all officers of the Department in order of seniority in the rank.

1. Deputy Chiefs on the line shall choose among themselves, subject to the concurrence of the Director or Chief.

2. Captains shall choose among themselves in that respective group, subject to the concurrence of the Director or Chief.

3. The following procedures shall be followed for the selection of vacation time by captains and firefighters:

a. Up to and including a total of three firefighters or captains shall be permitted to simultaneously schedule their vacation for the same period of time. Accordingly, a maximum of three members per platoon from the ranks of firefighter and captain, can be on vacation at any one time.

b. Based on this three member limitation, the various possible combinations of the maximum number of firefighters and/or captains that can be on vacation at the same time per platoon are as follows:

I. (or)

2 Captains

1 Firefighter

II. (or)

1 Captain

2 firefighters

III.

no captains

3 firefighters

c. Priority in the selection of vacation picks by

firefighters and captains is based on seniority. Members with the same seniority shall pick in order of their ranking on their Civil Service entrance or promotion list, as applicable.

4. The selection of vacation time by Deputy Chiefs does not in any manner limit or alter the procedure for selection of vacation time by firefighters and captains as described in section 3A-3C above.

C. Vacation Periods.

1. Summer period from second week of May and ending during the first week of September.

2. Full vacations: Prior to the beginning of, and after the end of the summer vacation periods, vacations may be taken in their entirety.

D. Allowances in Lieu of Vacation. Any employee of the Department covered by this Agreement who is entitled to vacation leave at the time of ordinary or disability retirement shall receive the vacation earned during the preceding two (2) years which has not been taken. However, the employee, at his option, may elect to have such severance pay for accumulated but unused vacation time paid in the calendar year following the year of his retirement provided that such practice is allowed by Internal Revenue Service Rules and Regulations. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

ARTICLE XV

LEAVE OF ABSENCE

A. Leave Without Pay.

1. Any employee may be granted, with the approval of the Director and Chief of the Department, leave without pay up to a maximum of six (6) months, provided he shall make such a request of the officer in charge at least two (2) weeks in advance of the date for which such leave is desired, except in the event of emergency, in which case only reasonable notice for such request shall be required. Requests for leave without pay shall not be unreasonably denied.

2. Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Township Council, by resolution, or as otherwise provided by law, which approval may not be unreasonably denied.

B. Funeral Leave.

1. Special leave of absence with pay up to a maximum of four (4) days shall be granted to any member of the Department in case of a death within his immediate family, but such member shall report for duty the day after the funeral if scheduled to work.

2. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents of employee or spouse, sister, brother, sister-in-law, brother-in-law, child and foster child of an employee, and his relatives residing

ARTICLE XVI

PERSONAL DAYS

A. Each employee covered by this Agreement shall receive three (3) personal days per year, subject to availability of manpower. Requests for personal days shall be submitted not more than three (3) weeks and not less than twenty-four (24) hours before the day requested, except in unusual or emergency circumstances. Said request must be approved or disapproved within forty-eight (48) hours of submission. Prior approval of requests may not be rescinded except in the event of a recall.

B. Once an employee has amassed four (4) accumulated, unused personal days from previous years, these days shall then be converted into vacation days and shall be treated like all other vacation days in accordance with the vacation provisions contained in Article XIV. This provision shall be retroactive in effect and shall apply to all amassed unused personal days accumulated prior to December 31, 1980. Personal days shall accumulate without the requirement that the employee must first request the use of personal days in accordance with Paragraph A, and then have the request denied.

ARTICLE XVII
RESPONSIBILITIES

Employees covered by this Agreement shall not be required to perform as school crossing guards.

ARTICLE XVIII
GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Union.

B. Subject Matter. Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievant and the date.

C. Time Limitations. If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

D. Settlement of Grievance. Any grievance shall be

considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

E. Definition. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

F. Steps Of The Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

1. An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence giving rise to the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Deputy Chief of the Department, or his designee, for the purposes of resolving the matter. Failure to so institute action within ten (10) days shall be deemed to constitute an abandonment of the grievance. In the event of a grievance, the employee shall comply with the provisions of Article XX, Section C of this Agreement.

2. The Deputy Chief of the Department, or his designee, shall render a decision within five (5) days after receipt of the grievance.

Step Two:

1. In the event the grievance is not settled through Step One, the same shall be reduced to writing and submitted to the Chief of the Department, or his designee, within five (5) days following the determination by the Deputy Chief of the Department.

2. The Chief of the Department, or his designee, shall render a decision in writing within five (5) days from receipt of the grievance.

Step Three:

1. In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Chief of the Department, the matter may be submitted to the Director of the Department.

2. The Director of the Department and/or the Business Administrator (or his designee) shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Four - Arbitration:

1. If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the New Jersey State Board of Mediation for arbitration within ten (10) days after the determination by the Director of the Department and/or the Business Administrator. An Arbitrator shall be selected pursuant to the Rules of the State Board of Mediation.

2. However, no arbitration hearing shall be

scheduled sooner than thirty (30) days after the final decision of the Director and/or the Business Administrator. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the Union shall pay whatever costs may have been incurred in processing the case to arbitration.

3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement hereto.

4. The costs for the services of the Arbitrator and any incidental costs shall be borne equally between the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

5. The determination of the Arbitrator shall be binding upon all parties.

G. Grievance Forms. The attached grievance forms (Appendix "A") shall be incorporated by reference in this Agreement, and shall be utilized by aggrieved employees, by the Union, and by the Township for the purpose of processing grievances filed pursuant to the provisions of this Article.

ARTICLE XIX

MISCELLANEOUS

A. Employees covered by this Agreement may only be assigned to perform any duty which is related to firefighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire-fighting equipment, and such other duties as are prescribed by the job title description under the Civil Service Act, provided such assignments do not conflict with the restrictions and duties as set forth in Article XVII. Employees may only be assigned to any duty which is related to the normal routine daily housekeeping care required to maintain the quarters in which they are employed in a safe, clean and sanitary manner. It is understood that this will not encompass construction, plumbing, electrical, carpentry, painting or masonry, other than of a minor nature.

B. Mutual aid to other cities shall continue, subject to applicable law.

C. The Township shall make provision for workmen's compensation coverage for all employees, whether by insurance or otherwise.

D. The Township shall provide and maintain automobile liability insurance for all vehicles of the Fire Department and general liability insurance, and shall provide for the coverage by such policies of all employees in the unit; provided however, that nothing herein contained shall prevent the Township from providing the foregoing coverages for the contingencies stated in any manner

recognized by law.

E. For the purposes of the below-enumerated paid leave provisions of this Agreement, the term "day" shall be defined as the period of work time taken by the employee in question pursuant to the work schedule to which the employee was assigned at the time of the respective employee's use of the paid leave, as is currently the practice.

1. Vacations (Article XIV), Seniority Days (Article XIV) and Rank Days (Article VII).
2. Personal Days (Article XVI).
3. Sick Leave (Article XXI), with the exception of cash payout of terminal leave, which shall be compensated using an 8.4 hour day.

ARTICLE XX

RULES AND REGULATIONS

A. The Township may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Union and opportunity for the discussion of the new rules and regulations shall be afforded to the Union prior to the implementation thereof.

B. The Union shall have the opportunity to grieve any new rule for thirty (30) days after its promulgation as to the reasonableness or propriety of said rule or regulation.

C. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedure set forth in Article XVIII of this Agreement.

D. In the event that any employee or employees shall

refuse to comply with a rule or regulation, the Township shall have the right to take disciplinary action in accordance with departmental regulations.

ARTICLE XXI

SICK LEAVE

A. The existing policy of sick leave, including the policy set forth in departmental sick leave orders, shall be continued during the term of this Agreement. Sick time shall be charged against working days only.

B. Terminal Leave. Upon retirement, if any employee has accumulated sick leave to his credit, said employee shall receive compensation in time off prior to retirement or, at the employee's option, payment at the rate of pay in effect at the date of retirement according to the following formula:

One through one hundred twenty-six (126) days - One (1) day's pay or one (1) day off for each day of accumulated sick leave;

One hundred twenty-seven (127) days or more - One (1) day's pay or one (1) day off for each day of accumulated sick leave to one hundred twenty-six (126) days plus twenty percent (20%) of a day's pay or twenty percent (20%) of a day off for each day of accumulated sick leave in excess of one hundred twenty-six (126) days.

For the purposes of termination leave pursuant to this Article, the term "day" shall be defined and compensated as follows:

1. Cash Payment: 8.4 hours calculated at the employee's respective hourly rate at the time of his/her retirement.
2. Time Off Prior To Retirement: The definition of "day" set forth in Article XIX, Miscellaneous, Section E., shall apply.

C. In accordance with the schedule provided in

Paragraph B, all accumulated but unused sick leave will be paid to all employees who retire on either a forty percent (40%) disability pension or on a sixty-six and two-thirds percent (66-2/3%) disability pension.

D. During the month of January of each calendar year, the employer shall furnish written notification to each employee and the Union as to the amount of accumulated sick leave credited to each employee as of December 31 of the preceding year. Job-connected injuries and reoccurrences therefrom shall not be deducted from accumulated sick time. In the event that an employee objects to the amount of accumulated sick leave credited to his account, the Union may file a grievance in accordance with Article XVIII.

E. An employee, at his option, may elect to have his severance pay, for accumulated but unused sick time, paid in the calendar year following the year of his retirement provided that such practice is allowed by Internal Revenue Service Rules and Regulations.

(continued)

ARTICLE XXI

SICK LEAVE

F. Terminal Leave

Notwithstanding paragraph B. of this article, effective January 1, 1995, all superior officers appointed (hired) after January 1, 1994, upon retirement will receive payment, upon retirement, at the rate of 70% for all accumulated sick leave.

Current fire superior officers who have between 23 and 25 years of service as of the date of this agreement will have the option of receiving, upon retirement, (1) payment for 70% of all accumulated sick leave days or (2) the terminal leave benefit as set forth in the parties prior collective negotiations agreement which expired December 31, 1993.

Current fire superior officers who have less than 23 years of service as of the date of this agreement must make an election at the beginning of their 18th year of service to receive, upon retirement, either (1) payment for 70% of all accumulated sick leave days or (2) the terminal leave benefit as set forth in the parties prior collective negotiations agreement which expired December 31, 1993.

Employees who currently have between 18 and 22 years of service must make this election within 90 days of the signing of this agreement. The election must be submitted in writing to the Business Administrator or his designee. The failure to make an election will result in the imposition of the 70% option.

ARTICLE XXII

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Union against an employee on account of race, color, creed, sex or national origin. Alleged violations of this provision are to be pursued through appropriate state or federal agencies and are not subject to the grievance and arbitration provisions contained in Article XVIII of this Agreement.

B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XXIII

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article XVIII.

C. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE XXIV

MAINTENANCE OF STANDARDS

The provisions of all written department policies or ordinances governing terms and conditions of employment for employees covered by this Agreement are incorporated herein by reference, and shall be maintained as such for the life of this Agreement, subject to the provisions of applicable New Jersey Statutes.

ARTICLE XXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations leading to this contract.

B. Nothing contained herein shall be deemed to deny or restrict the employees of their rights pursuant to N.J.S.A. 34:13A-1 et seq.

ARTICLE XXVII

EDUCATIONAL SEMINAR DAYS

The licensed fire inspector is required to attend educational seminars sponsored by the NJ Division of Fire Safety in order to maintain said license.

During the calendar year 1994, each licensed fire inspector or fire inspector/fire official shall be entitled to one seminar day subject to manpower.

During the calendar year 1995, each licensed fire inspector or fire inspector/fire official shall be entitled to two seminar days subject to manpower.

These Seminar days shall be requested for, used, amassed and converted to vacation days in the same manner as personal days as defined in Article XVI of the collective negotiations agreement expiring December 31, 1993.

ARTICLE XXVIII

TERM OF AGREEMENT

A. This agreement shall be effective retroactive to January 1, 1994 and shall remain in full force and effect through December 31, 1995, and thereafter from year to year until a successor Agreement is negotiated.

B. Should either party wish to amend or otherwise re-negotiate the terms and conditions set forth in this Agreement, then that party shall notify the other pursuant to the time requirements set forth in the Rules and Regulations of the Public Employment Relations Commission.

ATTEST:

DATE: 3/1/95

CITY OF ORANGE TOWNSHIP
ESSEX COUNTY, NEW JERSEY

BY: 

Robert L. Brown, Mayor

ATTEST:

DATE: _____

ORANGE FIRE OFFICER'S ASSOCIATION,
LOCAL 210

BY:  - President

Joseph Scura, President

SCHEDULE A
FIRE CAPTAIN - SALARY SCHEDULE

LONGEVITY	ANNUAL	BI-WEEKLY	HOURLY
January 1, 1994 - June 30, 1994			
0%	52,889	2,034	24.22
2%	53,947	2,075	24.70
4%	55,005	2,116	25.19
6%	56,062	2,156	25.67
8%	57,120	2,197	26.15
10%	58,178	2,238	26.64
July 1, 1994 - December 31, 1994			
0%	53,947	2,075	24.70
2%	55,026	2,116	25.19
5%	56,644	2,179	25.94
7%	57,723	2,220	26.43
9%	58,802	2,262	26.92
13%	60,960	2,345	27.91
January 1, 1995 - June 30, 1995			
0%	56,026	2,155	25.65
2%	57,147	2,198	26.17
5%	58,827	2,263	26.94
7%	59,948	2,306	27.45
9%	61,068	2,349	27.96
13%	63,309	2,435	28.99
July 1, 1995 - December 31, 1995			
0%	58,177	2,238	26.64
3%	59,922	2,305	27.44
6%	61,668	2,372	28.24
8%	62,831	2,417	28.77
10%	63,995	2,461	29.30
12%	65,158	2,506	29.83
14%	66,322	2,551	30.37

SCHEDULE B
DEPUTY FIRE CHIEF - SALARY SCHEDULE

LONGEVITY	ANNUAL	BI-WEEKLY	HOURLY
January 1, 1994 - June 30, 1994			
0%	59,195	2,277	27.11
2%	60,379	2,322	27.64
4%	61,563	2,368	28.19
6%	62,747	2,413	28.73
8%	63,931	2,459	29.27
10%	65,115	2,504	29.81
July 1, 1994 - December 31, 1994			
0%	60,379	2,322	27.65
2%	61,587	2,369	28.20
5%	63,398	2,438	29.02
7%	64,606	2,485	29.58
9%	65,813	2,531	30.13
13%	68,228	2,624	31.24
January 1, 1995 - June 30, 1995			
0%	62,587	2,407	28.66
2%	63,839	2,455	29.23
5%	65,716	2,528	30.09
7%	66,968	2,576	30.66
9%	68,220	2,624	31.24
13%	70,723	2,720	32.38
July 1, 1995 - December 31, 1995			
0%	64,935	2,498	29.74
3%	66,883	2,572	30.62
6%	68,831	2,647	31.52
8%	70,130	2,697	32.11
10%	71,429	2,747	32.71
12%	72,727	2,797	33.30
14%	74,026	2,847	33.89

SCHEDULE C
SUPERINTENDENT OF ALARMS - SALARY SCHEDULE

LONGEVITY	ANNUAL	BI-WEEKLY	HOURLY
January 1, 1994 - June 30, 1994			
0%	55,675	2,141	25.49
2%	56,789	2,184	26.00
4%	57,902	2,227	26.51
6%	59,016	2,270	27.02
8%	60,129	2,313	27.53
10%	61,243	2,355	28.04
July 1, 1994 - December 31, 1994			
0%	56,789	2,184	26.00
2%	57,925	2,228	26.52
5%	59,628	2,293	27.30
7%	60,764	2,337	27.82
9%	61,900	2,381	28.34
13%	64,172	2,468	29.38
January 1, 1995 - June 30, 1995			
0%	57,925	2,228	26.52
2%	59,084	2,272	27.05
5%	60,821	2,339	27.85
7%	61,980	2,384	28.38
9%	63,138	2,428	28.91
13%	65,455	2,518	29.97
July 1, 1995 - December 31, 1995			
0%	60,163	2,314	27.55
3%	61,968	2,383	28.37
6%	63,773	2,453	29.20
8%	64,976	2,499	29.75
10%	66,179	2,545	30.30
12%	67,383	2,592	30.85
14%	68,586	2,638	31.40

APPENDIX "A"
GRIEVANCE FORM

Grievance No. _____

DATE: _____

NAME OF EMPLOYEE: _____

POSITION: _____ DEPARTMENT _____

CONTRACT PROVISION(S) ALLEGED TO VIOLATED: _____

STATE IN DETAIL THE FACTS OF THE ALLEGED VIOLATION INCLUDING
THE TIMES AND PLACES AND DESCRIPTION OF THE PARTICULAR
INCIDENTS AND THE NAMES IF THE PERSONS INVOLVED:

REQUEST FOR SETTLEMENT OR CORRECTIVE ACTION DESIRED:

HAS THIS GRIEVANCE BEEN DISCUSSED WITH YOUR IMMEDIATE
SUPERVISOR? _____

NAME YOUR IMMEDIATE SUPERVISOR _____

TITLE _____

Employee's Signature_____
Employee Representative's
Signature

Date: _____

Date: _____

Distribution:

GRIEVANCE ANSWER FORM

(Supplementary Material May Be Attached)

DATE:

REGARDING: Grievance No. _____

STEP NUMBER: 1 _____ 2 _____ 3 _____ 4 _____

NAME OF EMPLOYEE: _____

POSITION: _____ DEPARTMENT: _____

1. FACTS AND ISSUES INVOLVED:

2. DECISION:

3. REASONS FOR DECISION: (use separate sheet if necessary)

Signature _____

Position: _____

Department: _____

Distribution: